

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: PF-22027-09

This contract entered into this 4th day of September, 2008, by .Phillips & Jordan, Inc. services hereinafter called the "Contractor" and Commonwealth of Virginia, Department of General Services, Division of Purchasing & Supply called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From September 4, 2008 through August 31, 2011.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated March 20, 2008:
 - (a) The Solicitation # 93,
 - (b) The RFP definitions and Terms
 - (c) The General Terms and Conditions,
 - (d) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;
 - (e) Attachment 1, dated March 20, 2008
 - (f) Amendment No. 001 to the RFP issued March 20, 2008
 - (g) Amendment No 002 to the RFP issued April 15, 2008
- (3) The Contractor's Proposal dated April 24, 2008 and the following negotiated modifications to the Proposal, all of which documents are incorporated herein. _____
- (4) Email message of July 17, 2008 along with Contractor's replies dated July 23 & 29, 2008.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Name: Phillips & Jordan, Inc.

By: _____

Randy Jordan

Title: Sr. Vice President _____

PURCHASING AGENCY:

Commonwealth of Virginia,
Department of General Services
Division of Purchases and Supply

By: _____

Robert A. Parolisi

Title: Statewide Commodity Contract Officer

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

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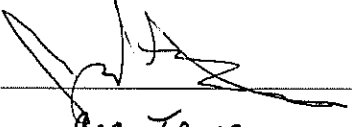
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- (4) Email message of July 17, 2008, 2008 along with Contractor's reply dated July 22, 2008.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:
Name: STORM RECONSTRUCTION SERVICES, INC

By: 
Title: SEC. TREAS

PURCHASING AGENCY:

Commonwealth of Virginia,
Department of General Services
Division of Purchases and Supply

By: 
Robert A. Parolisi
Title: Statewide Commodity Contract Officer

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2-2-4300, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: PF-22027-09

This contract entered into this 1st day of September, 2008, by DRC Emergency Services, LLC services hereinafter called the "Contractor" and Commonwealth of Virginia, Department of General Services, Division of Purchasing & Supply called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

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IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Name: DRC Emergency Services

By: Muh [Signature]

Title: Chief Operating Officer

PURCHASING AGENCY:

Commonwealth of Virginia,
Department of General Services
Division of Purchases and Supply

By: Robert A. Parolisi
Robert A. Parolisi

Title: Statewide Commodity Contract Officer

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COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

2008 SEP 11 PM 12:46

Contract Number: PF-22027-09

This contract entered into this 1st day of September, 2008, by Asplundh Environmental Services, Inc. services hereinafter called the "Contractor" and Commonwealth of Virginia, Department of General Services, Division of Purchasing & Supply called the "Purchasing Agency."

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IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Name: Stephen S. Bestack

By: [Signature]

Title: VICE PRESIDENT

PURCHASING AGENCY:

Commonwealth of Virginia,
Department of General Services
Division of Purchases and Supply

By: [Signature]
Robert A. Parolisi

Title: Statewide Commodity Contract Officer

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**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

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IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Name: DRC Emergency Services

By: [Signature]

Title: Chief Operating Officer

PURCHASING AGENCY:

Commonwealth of Virginia,
Department of General Services
Division of Purchases and Supply

By: Robert A. Parolisi
Robert A. Parolisi

Title: Statewide Commodity Contract Officer

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COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: PF-22027-09

This contract entered into this 4th day of September, 2008, by OMNI Pinnacle, LLC services hereinafter called the "Contractor" and Commonwealth of Virginia, Department of General Services, Division of Purchasing & Supply called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

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- (4) Email message of July 17, 2008 along with Contractor's reply dated July 29, 2008.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Name: Omni Pinnacle, LLC

By: 

Title: Manager

PURCHASING AGENCY:

Commonwealth of Virginia,
Department of General Services
Division of Purchases and Supply

By: 

Robert A. Parolisi

Title: Statewide Commodity Contract Officer

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: PF-22027-09

This contract entered into this 4th day of September, 2008, by Ashbritt, Inc. services hereinafter called the "Contractor" and Commonwealth of Virginia, Department of General Services, Division of Purchasing & Supply called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

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IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Name: Ashbritt, Inc

By: [Signature]

Title: Chief Operating Officer

PURCHASING AGENCY:

Commonwealth of Virginia,
Department of General Services
Division of Purchases and Supply

By: [Signature]

Robert A. Parolisi

Title: Statewide Commodity Contract Officer

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**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: PF-22027-09

This contract entered into this 4th day of September, 2008, by Phillips & Jordan, Inc. services hereinafter called the "Contractor" and Commonwealth of Virginia, Department of General Services, Division of Purchasing & Supply called the "Purchasing Agency."

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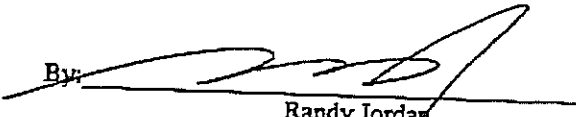
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IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Name: Phillips & Jordan, Inc.

By: 
Title: Sr. Vice President

PURCHASING AGENCY:

Commonwealth of Virginia,
Department of General Services
Division of Purchases and Supply

By: 
Title: Statewide Commodity Contract Officer

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CONTRACTOR:

Name: Storm Reconstruction Services, INC

By: [Signature]
Title: Sec. TREAS

PURCHASING AGENCY:

Commonwealth of Virginia,
Department of General Services
Division of Purchases and Supply

By: [Signature]
Robert A. Parolisi
Title: Statewide Commodity Contract Officer

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**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: PF-22027-09

This contract entered into this 1st day of September, 2008, by J B. Coxwell Contracting Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Department of General Services, Division of Purchasing & Supply called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

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CONTRACTOR:

Name: J.B. Coxwell Contracting, Inc

By: [Signature]

Title: SAM E. MUSA, P.E.
EXEC. VICE PRESIDENT

PURCHASING AGENCY:

Commonwealth of Virginia,
Department of General Services
Division of Purchases and Supply

By: [Signature]

Robert A. Parolisi

Title: Statewide Commodity Contract Officer

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**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

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CONTRACTOR:

Name: ASPLUNDH
 By: [Signature]
 Title: VICE PRESIDENT

PURCHASING AGENCY:

Commonwealth of Virginia,
 Department of General Services
 Division of Purchases and Supply
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 Robert A. Parolisi
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NOTE FOR END USERS OF THESE CONTRACTS INCLUDING CONTACT INFORMATION FOR EACH CONTRACTOR

Note: FEMA staff makes the final determination on the reasonableness of a cost. FEMA defines a cost as reasonable if, "in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In other words, a reasonable cost is a cost that is both fair and equitable for the type of work being performed. Reasonable costs can be established through the use of historical documentation for similar work; average costs for similar work in the area; published unit costs from national cost estimating databases; and FEMA cost codes, equipment rates, and engineering and design services curves." (For more information please refer to the FEMA Public Assistance Guide - FEMA 322/June 2007, page 40)

Although these contracts were competitively bid and complied with all applicable procurement policies, localities and state agencies who utilize these contracts are encouraged to survey the pricing being paid by other agencies and jurisdictions in their region that are doing similar work, to ensure their costs are fair and equitable for the type of work being performed.

VENDOR CONTACT INFORMATION

1. AshBritt Inc.

Contact Persons: John Noble or Terry Jackson
Cell # 954-683-0247 – 954-683-0248 (24 hours)
jnoble@ashbritt.com
tjackson@ashbritt.com

FAX 954-545-3585

2. DRC Emergency Services, LLC

Contact Person: Gearle Bacote
Cell # 202-420-0989 or (251) 423-1158
acallaway@drcusa.com

FAX 251-343-5554

3 Omni Pinnacle

Contact Persons: Brian Reine or David Mideli
Cell # 985-960-3929 or 985-960-1218 (24 hours)
brian@omnipinnacle.com
dmiceli@omnipinnacle.com

FAX 866-421-6664

4. Phillip & Jordan:

Contact Person: Mark Harwood

Phone: 828-479-3371 Fax: 828-479-3010

Cell # 828-735-9396

mharwood@pandj.com

5. SRS Storm Reconstruction Service

Contact Person: Carol Patton

Phone: 251-445-5500 FAX: 251-445-5511

Toll Free: 866-556-0049 24Hr Emergency #: 205-242-1501

www.stormresonstruction.com

6. JB Coxwell:

Contact Person: Chip Patterson or Eddie Green

Phone: 904-786-9690 Fax: 904-783-2970

Cell # 904-759-6174 or 904-545-5464

chip@jbcowell.com

7. Asplundh:

Contact Person(s) Sid Vogel

Phone: 251-928-4500 – Fax: 251-928-0256

Cell # 251-533-5270 or

Pam Lee 251-391-3281 or

Rick Good 251-370-0596

plee@asplundh.com

APRIL 14, 2008

QUESTIONS AND ANSWERS RESULTING FROM THE APRIL 7, 2008 PRE-PROPOSAL
CONFERENCE CONCERNING SOLICITATION # 93, FOLDER # 22027

r

RE: Debris Removal Services For Emergency Situations: RFP #E194-1084-1

The following are questions posed to the Department concerning the referenced RFP.

1. Page 5, Section 1.2 – General Requirements, 1st paragraph: States that the Commonwealth will issue the first task order which authorizes AGENCIES to issue subsequent task orders. When emergency clearance of debris from critical roadways is required, this stipulation will restrict the AGENCIES from issuing a task order for the pre-positioning (in advance of the disaster event) personnel and equipment, **unless the Commonwealth issues the first task order several days prior to onset of the disaster event.** It is anticipated that the Commonwealth would have to issue the first task order approximately 4 (four) days prior to onset of the disaster in order to allow the AGENCIES 1 (one) day to process the initial task order, and issue their own task order for the pre-positioning (at least 2 (two) days advance notice are required for this to be effective). Can/will the Commonwealth be in a position to do this?

Response: *In a potential disaster situation that has a high probability of occurring, the Commonwealth as well as localities will be declaring a state of emergency to allow resources to be mobilized and pre-staged in a timely manner.*

2. Page 6, Section 1.3 – Type of Contract, 2nd paragraph: Please clarify the total number of days the Contractor is required to participate in certain disaster recovery training and/or exercises. Is it 1 to 2 days each year per AGENCY, or is the required participation restricted to Commonwealth training/exercises?

Response: *The required participation is restricted to the Commonwealth's training/exercises as well as training/exercises that may be conducted on a regional basis. Each year the Commonwealth conducts a state level exercise and selected contractors may be requested to participate to test plans and procedures in place. At*

times, there are also regional exercises that are developed and conducted to test regional plans, procedures and regional readiness. The contractor will not be expected to participate in exercises developed by each agency.

3. Page 7, Section 1.6 – Contract Activation, 1st paragraph: refer to comment 1 above regarding the early issuance of the initial task order by the Commonwealth.

Response: See response to Question 1 above.

4. Page 8, Section 1.6 – Contract Activation, 5th paragraph: Is/are the times indicated related to the mobilization task order for pre-positioning of personnel and equipment, or the mobilization of personnel and equipment (post-event) for emergency clearance of critical roadways, or the mobilization task order for debris removal, reduction and disposal? Please clarify. Also, the mobilization requirements listed are a performance measure by which the Contractors' response will be gauged. Having experience on both the local government (AGENCY) side and the Contractor side of the contract resulting from this RFP, I offer that at the 36 hour point following any mobilization task order, neither the AGENCY nor the Contractor will know what 100% mobilization will be, and as such will not know what the 25%, 50%, or 75% will be. Perhaps a different manner to present the requirement for rapid mobilization is to state that time is of the essence and the Contractor shall have onsite, at least 25 crews within 3 three days following receipt of the mobilization task order; and at least 50 crews within 5 days, unless otherwise reasonably negotiated and agreed upon by the AGENCY and the Contractor.

Response: *The times relate to the mobilization of personnel and equipment for emergency clearance of critical roadways. In mobilization task orders relating to pre-positioning of personnel and equipment, the agency and the contractor will determine what level of resources is appropriate to mobilize given the situation at hand. The mobilization task orders related to debris removal, reduction and disposal will be a function of a variety of factors to include the time required to receive the necessary permits, whether TDSRS have been pre-identified and evaluated, time associated with making these sites operational etc.*

5. Page 8, Section 1.8 – Damages to Public or Private Property: the requirement for damages to be repaired immediately is unrealistic and detrimental to the timely removal of debris from the edge of the rights-of-way. Requiring the Contractor to contact the property owner within 48 hours of notification, and correction of damages within 2 weeks is more realistic and does not slow removal operations. In addition, it is advantageous to the AGENCY to require a report from the Contractor regarding damage claims and their status on a weekly basis.

Response: *The term immediately in this case means as soon as possible given the operational environment and circumstances involved; and relates to all aspects of the*

situation to include notification of the incident to the property owner, acknowledgement of fault and response to correct the situation. The contractor will notify and acknowledge to the property owner that they caused damages to their property, and that they will make the necessary repairs and restore the property to equal or better than its original condition. The repair arrangements and timeframe can be negotiated with the agencies/parties involved.

6. Page 9, Section 2.2 – Urgency: refer to question 1 above regarding issue of the initial task order by the Commonwealth.

Response: *See response to Question 1 above.*

7. Page 9, Section 2.3 – Clearing Load Tickets: Which party is required to provide the: Time and Material Reports for Emergency Clearance of Debris from Critical Roadways; Load Tickets for Debris Removal from the Public Rights-of-Way; Tickets to Capture FHWA roadway debris clearance; and removal of reduction by-products from the TDSRS when transported to an approved final disposal location?

Response: *The Agency's loading site monitor.*

8. Page13, Section 3.10 – Debris Load Tickets: this section stipulates that the TDSRS monitor will estimate the quantity in cubic yards of material delivered. The Sample Debris Load Ticket shown in Attachment 7 indicates the monitor estimates the “% FULL%” loading condition of the truck/trailer. Please correct this discrepancy to shown the monitor estimating the “% FULL” loaded condition.

Response: *The TDSRS monitor will estimate the quantity in cubic yards of material delivered and this is reflected in the sample debris load ticket in Attachment 7.*

9. Page 14, Section 3.15 – Debris Removal from Drainage Systems: be aware that clients I am currently working with are undergoing audit by the Office of the Inspector General and numerous “lump sum estimates” are being questioned as to being competitive in nature, since only a single price is given under an existing contract.

Response: *FEMA is in the process of developing guidance/training in regard to this issue. We will make this guidance/training available to all potential applicants and contractors as soon as it is received.*

10. Page 15, Section 4.1 – General Requirement for TDSRS: again, see question 1 above regarding the timing of issuance of an initial task order by the Commonwealth and the

DEQ requirements for TDSRS, prior to occupancy and/or use. Keep in mind that the Contractor can't pick up the first load of debris without having an approved site to unload it for reduction processing.

Response: *See responses to Questions 1 and 4. It is acknowledged that if TDSRS sites are not pre-identified, this will compromise the timeliness of standing up operations.*

11. Page 16, Section 4.3 – Site Set-Up, Preparation, Closeout and Restoration: refer to question/comment 9 above regarding “lump sum estimates” being competitive.

Response: *See response to Question 9*

12. Page 18, Section 4.7 – Recycling Program: Please provide the document name for the regulation referenced in paragraph 3.

Response: *Virginia Administrative Code, Solid Waste Regulations, Chapter 80*

13. Page 18, Section 4.9 – Disposal Pricing: 3rd sentence: in the event that reduced debris delivered to an authorized landfill **is not paid based up the price per cubic yard for reduced debris**, how will it be paid? Also, is reduced vegetative debris to be disposed of at an authorized landfill, provided by the AGENCY? If not, where?

Response: *Some agencies may require the contractor to measure quantities in tons rather than cubic yards. Refer to pages 43 and 44 for further guidance.*

14. Page 24, TDSRS Operations, 4th paragraph: The statement “There shall be no significant accumulation of debris at a TDSRS.” Is unrealistic. Particularly in the case of reduced vegetative debris, an accumulation is necessary to make the loading and haul off economically feasible for the Contractor. Vegetative debris is normally hauled off in 100 CY walking floor trailers, and as such, an accumulation is necessary to operate fully loaded trailers. Since the Contractor is fully responsible for all operations at the TDSRS, and removal of all materials within 30 days of receipt of the last inbound load of unprocessed debris, this is sufficient. The Contractor can best determine when the accumulation is sufficient for the haul off to begin.

Response: *In the context in which the statement is made, it is emphasizing the importance of proper handling and management of debris at a TDSRS.*

15. Page 27, Establishing TDSRS for Burning and Grinding Operations, 3rd paragraph: Please indicate the source document of “Rule 4-40.”

Response: *Commonwealth of Virginia, State Air Pollution Control Board, Regulations for the Control and Abatement of Air Pollution*

16. Page 38, Attachment 12, Item 6: refer to question/comment 1 above regarding the issuance of an initial task order by the Commonwealth, and subsequent issuance of task orders by an AGENCY, and the time required to train and certify flag persons. A suggestion is to require such certification as soon as practical while not unduly hindering or delaying and emergency roadway clearance or debris removal operations.

Response: *If a contractor is awarded a debris removal contract in one or more of the seven regions in the Commonwealth, the contractor is responsible in ensuring staff has the necessary training to fulfill the requirements of the contract. Initially, the contractor can also hire flag persons certified according to the Virginia Flagger Certification Program.*

17. Page 40, regarding the estimated quantity, what are you looking for in this box, the total 2 million cubic yards or the yards that the contractor thinks he can handle? Also, on page 40 regarding the unit, what are you looking for in this box and what is the extension box for? Last on page 45, under labor hourly rates you have * in every box where do we put the hourly rates? Or are you just asking for a total hourly rate for equipment and labor together in the total hourly rate?

Response: *The Price Proposal Form, Attachment 14 on page 40, is incomplete and is being replaced with the attached revised Price Proposal Form. The estimated quantities provided in the boxes in Part A are included for RFP price proposal purposes. The asterisks in Part B under labor hourly or weekly rates have been removed. The extension box is to provide the total cost associated with the item based on the quantity and unit price.*

PRICE PROPOSAL FORM**HURRICANE & OTHER DISASTERS****DEBRIS REMOVAL, REDUCTION, AND DISPOSAL****PART A – Volume based pricing for 2,000,000 cubic yard debris disaster**

Item/Description	Estimated		Unit Price	Extension
	Quantity	Unit		
1.0 Clear travel lanes by pushing debris to shoulder or edge of right-of-way. Haul debris to nearest available open area only when necessary to clear intersections, driveways and other essential facilities. Distance not to exceed one mile.	2,000	Lane Miles		
2.0 Pickup debris from Public Property or Right of Way and haul to a designated TDSRS or Disposal Facility 7.5 or less miles away (one-way, straight-line miles). Trips with one-way, straight-line miles in excess of 7.5 miles will be compensated at the rates quoted in Items 3.0, 4.0 or 5.0	500,000	CY		
3.0 Pickup debris from Public Property or Right of Way and haul to a designated TDSRS or Disposal Facility 7.5 – 15 miles away (one-way, straight-line miles). Trips with one-way, straight-line miles in excess of 15 miles will be compensated at the rates quoted in Items 4.0 or 5.0.	500,000	CY		

4.0 Pickup debris from Public Property or Right of Way and haul to a designated TDSRS or Disposal Facility 15 – 30 miles away (one-way, straight-line miles). Trips with one-way, straight-line miles in excess of 30 miles will be compensated at the rate quoted in Item 5.0.	700,000	CY		
5.0 Pickup debris from Public Property or Right of Way and haul to a designated TDSRS or Disposal Facility 30 – 60 miles away (one-way, straight-line miles).	300,000	CY		
6.0 Extract, load and haul eligible hazardous stumps that are located on public property or right of way, are 50% or more uprooted, and are 24+” – 36” in diameter measured 24” above the ground. Perform grinding or digging as required, remove stump grinding chips and backfill with compacted topsoil.	2,000	CY		
7.0 Extract, load and haul eligible hazardous stumps that are located on public property or right of way, are 50% or more uprooted, and are 36” – 48” in diameter measured 24” above the ground. Perform grinding or digging as required, remove stump grinding chips and backfill with compacted topsoil.	1000	CY		
8.0 Extract, load and haul eligible hazardous stumps that are located on public property or right of way, are 50% or more uprooted, and are 48” or larger in diameter measured 24” above the ground. Perform grinding or digging as required, remove stump grinding chips and backfill with compacted topsoil.	800	CY		

9.0 Removal of hazardous hanging limbs greater than 2 inches up to 4 inches in diameter.	1,000	Each Tree		
10.0 Removal of hazardous hanging limbs greater than 4 inches up to 6 inches in diameter.	500	Each Tree		
11.0 Removal of hazardous hanging limbs greater than 6 inches up to 8 inches in diameter.	250	Each Tree		
12.0 Removal of hazardous hanging limbs greater than 8 inches in diameter.	100	Each Tree		
13.0 Removal of hazardous standing pine trees 6" – 12" in diameter.	1000	Each		
14.0 Removal of hazardous standing pine trees 13" – 24" in diameter.	500	Each		
15.0 Removal of hazardous standing pine trees 25" – 36" in diameter.	100	Each		
16.0 Removal of hazardous standing pine trees 37" or larger in diameter.	50	Each		
17.0 Removal of hazardous standing hardwood trees 6" – 12" in diameter.	1000	Each		
18.0 Removal of hazardous standing hardwood trees 13" – 24" in diameter.	500	Each		
19.0 Removal of hazardous standing hardwood trees 25" – 36" in diameter.	100	Each		
20.0 Removal of hazardous standing hardwood trees 37" or larger in diameter.	50	Each		
21.0 TDSRS operation, debris acceptance, pile management, and material loading for transport.	2,000,000	CY		

22.0 Volume reduction of debris through grinding and/or chipping.	1,500,000	CY		
23.0 Volume reduction through air curtain incineration.	500,000	CY		
24.0 Dead Animal Carcass hauling to a designated landfill or incinerator site (based on one-way miles) (incinerator operation and disposal compensated under Part B).	20,000	Ton-Miles		
25.0 Hauling reduced, non-recycled, debris from a TDSRS to a Disposal or Recycling Facility less than 15 miles away (one way miles) with quantities verified by site monitor at inspection tower.	400,000	CY		
26.0 Hauling reduced, non-recycled, debris from a TDSRS to a Disposal or Recycling Facility 15-30 miles away (one way miles) with quantities verified by site monitor at inspection tower. Distances over 30 miles to be negotiated.	125,000	CY		
27.0 Escalation factor for VDOT Day Traffic Restrictions and Additional Traffic Control required on select Primary and Interstate Roads. This factor applies to above Items 1.0-5.0.		Escalation Factor		

28.0 Escalation factor for VDOT Night Traffic Restrictions, including Additional Traffic Control and Lighting required on select Primary and Interstate Roads. This factor applies to above Items 1.0-5.0.		Escalation Factor		
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Some AGENCIES may require the CONTRACTOR to measure quantities in tons rather than cubic yards. In any situation where quantities are to be measured by weight, appropriate unit prices must be negotiated and verified by sampling, See Section 3.11, Measurement Methods, for more details. An hourly rate to install and maintain portable truck weighing scales at TDSR Sites has been included under Part B of the Price Proposal Form.

Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors), equipment and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, traffic control and housing, if required, necessary to accomplish the project.

The quantities are estimated for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

A Ton-Mile equals the weight of animal carcasses in the trailer times the one-way mileage to the destination. Weight of carcasses will be determined by use of fixed or portable scales at disposal facility or incinerator site. Details of scope of work may require negotiations.

Use item 1.0 only for initial lane clearing operations approved by the AGENCY. See Part 2, Page 9, Debris Clearance from Right of Way and Public Property, for more information.

Items 2.0 through 5.0 refer to one-way hauling distances from public property or right of way to designated TDSRS or Disposal Facilities. These distances shall be determined by straight-line measurement. Maps will be provided by each AGENCY showing the 7.5, 15, 30 and 60-mile radius from each TDSRS and each Disposal Facility. Loading Site Monitors and Disposal Site Monitors will refer to these maps when calculating haul distances to be recorded on Debris Load tickets (Attachment 7). Distances for hauling reduced debris from TDSRS to Disposal Facilities, under Items

25.0 through 26.0, with concurrence of AGENCY, shall be the actual one-way distance traveled. Traveled distances in excess of 30 miles will have unit prices determined by negotiation.

The extraction, loading, hauling and dumping of stumps fall into two separate and distinct categories - stumps that qualify under FEMA eligibility criteria and all others. Stumps located on public property or in the right of way, that are greater than 24" in diameter, measured 24" above the ground, are 50% or more uprooted, and are considered hazardous may meet FEMA eligibility criteria. Such stumps will have all costs for extraction, grinding, digging, backfilling, loading, hauling and dumping paid under Items 6.0 through 8.0. These stumps will be loaded and hauled separately from all non-eligible stumps and will be documented and tracked with similarly eligible stumps on Hazardous Stump Worksheet provided by Attachment 8. The volume of these stumps in cubic yards will be calculated at the TDSRS using the conversion table provided by Attachment 9, and will be applied to the unit prices under Items 6.0 through 8.0 to calculate reimbursement costs. Where stump grinding is performed the depth of grinding will be a minimum of 18 inches.

The removal, loading, hauling and dumping of all other stumps that are not declared to be eligible by regulatory inspectors for processing under items 6.0 through 8.0 will be paid as regular debris under Items 2.0 through 5.0. This includes: (a) all stumps 24" or less in diameter, (b) stumps of any size that are within the right of way or on public property but that are not considered hazardous and do not qualify for FEMA eligibility and (c) stumps of any size that are brought to the right of way by adjacent property owners. Stumps that are within the right of way, or on public property, that are not considered hazardous, or are not more than 50% uprooted, may be cut off at ground level and the above-ground portion disposed of as regular debris.

Stumps and root balls that are larger than 24" in diameter, measured 24" above the ground, but that are not eligible for payment under Items 6.0 through 8.0, may still require specialized equipment for loading and hauling. In this situation these stumps will be loaded separately from the vehicles hauling regular debris and from the vehicles hauling stumps that are eligible under Items 6.0 through 8.0. Separate Hazardous Stump Worksheets (Attachment 8) will be used to track these loads of stumps. At the TDSRS the loading site monitor will perform the same conversion as done for the eligible stumps and will use the conversion table provided by Exhibit 7 to calculate the volume of these stumps. This volume will be recorded on Hazardous Stump Worksheet for later use by the contractor to prepare payment requests under Items 2.0 through 5.0 and Items 21.0 through 23.0. No special allowance or adjustment will be made to the Items 2.0 through 5.0 unit prices for the cost of specialized equipment that may be required to load and haul ineligible oversized stumps and root balls.

Items 9.0 through 20.0 relate only to the removal of hazardous hanging limbs or hazardous standing trees and placement at the edge of the right of way. Payment for loading, hauling and dumping will be provided under Items 2.0 through 5.0. CONTRACTOR is responsible to remove any and all hazardous hanging branches on any tree, with price per tree to be determined by the largest branch removed.

